BRUHAT BENGALURU MAHANAGARA PALIKE

TENDER DOCUMENT – KW4

(WORKS COSTING MORE THAN Rs. 100 LAKHS)

Name of Work: - Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02

Estimate Cost: 100.00 Lakhs

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

BRUHAT BENGALURU MAHANAGARA PALIKE

No: BBMP/EE/YNK.D/E-PMT/05/ 2020-21

Office of the Executive Engineer
Yelahanka division, Bangalore – 560
Dated : **02-9-2020**

INVITATION FOR TENDER (IFT)
(Short term- Tender Notification)
(Two Cover System)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer Yelahanka Division invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Tenderers for the construction of works detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in).The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract **as per standard tender document KW-3 and KW-4.**
2. Tenders must be accompanied by Earnest Money Deposit specified for the work in the table below. Earnest money deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the balance by bank guarantee issued by Nationalized / Scheduled Bank and shall have to be valid for 180 days beyond the validity of the tender)
3. Tenders must be submitted online through e-procurement portal on or before 16.00 hours on **19-09-2020** and the opening of tenders will be as per the e-procurement portal guidelines.
4. GST Shall be Paid to the tendered amount separately
5. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Est. Cost	EMD (Rs. in Lakhs)	Cost of Tender form in Rs. (Non-Refundable)	Period of Completion
1	Construction of additional class rooms and compound wall at Govt. Higher primary school (Bangala school) at Yelahanka old town in Kempegowda ward no:01	300.00	4.50	As per e-Procurement Portal	09 Months (including monsoon)
2	Development of roads and drains at Maruthinagara 4th main and cross roads Basaveshwaranagara and Shivanahalli surrounding areas in ward no:01 of Yelahanka division (Package no-7)	400.00	6.00	As per e-Procurement Portal	06 Months (including monsoon)

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EXECUTIVE ENGINEER
YELAHANKA DIV

3	Improvements to roads and drains at Kalli bhavi road and surrounding areas in ward no:01 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
4	Developments of roads and drains at Venkatala, Kenchenahalli, Nagenahalli, Harohalli village and Drilling of borewells and providing pipe line at SC/ST areas in ward no:01 and 02 of Yelahanka Division (Package no:08)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
5	Comprehensive development of Chowdeshwari layout and surrounding areas in Chowdeshwari ward no:02	100.00	2.00	As per e-Procurement Portal	03 Months
6	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Chowdeshwari ward no:02	75.00	1.50	As per e-Procurement Portal	03 Months
7	Improvements to roads and drains at SC/ST areas in ward no:02 of Yelahanka sub division	100.00	2.00	As per e-Procurement Portal	03 Months
8	Improvements to Asphalting to roads and drains at Best county , Ambabhvaninagara , Ambabhavani layout , Prakruthi layout and surrounding areas in Attur ward no:03 of Yelahanka division (Package-06)	600.00	9.00	As per e-Procurement Portal	06 Months (including monsoon)
9	Providing energy efficient LED Street lights Control Switches and wire to Main roads and around Attur ward no:03	125.00	1.875	As per e-Procurement Portal	03 Months
10	Improvements to roads and drains at Vishwanagara in ward no:03 of Yelahanka Satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
11	Improvements to roads and drains at Bettahalli Colony in ward no:03 of Yelahanka satellite town sub division	100.00	2.00	As per e-Procurement Portal	03 Months
12	Construction of CC roads in 4th phase and surrounding areas in ward no-3	100.00	2.00	As per e-Procurement Portal	03 Months
13	Developments of roads and drains at Attur, Ananthapura, 3rd phase Sanitary core areas and Drilling of borewells and providing pipe line at SC/ST areas in ward no:03 and 04 of Yelahanka Division (Package no:09)	500.00	7.50	As per e-Procurement Portal	06 Months (including monsoon)
14	Providing multi colour shade lights at parks in ward no:03 and 04 of Yelahanka satellite town sub division	75.00	1.50	As per e-Procurement Portal	03 Months
15	Improvements to roads and drains at GKVK layout and Narayanappa layout in ward no:04	99.99	2.00	As per e-Procurement Portal	03 Months

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EXECUTIVE ENGINEER
YELAHANKA DIV

1. Personnel Secretary to Worshipful Mayor to bring to the kind notice of the Worshipful Mayor.
2. Personnel assistant to Deputy mayor to bring to the notice of Deputy Mayor
3. The Commissioner, BBMP for kind information.
4. Special Commissioner (Projects)/Additional Commissioner(Projects) for kind information
5. Engineer – in – Chief, BBMP for kind information.
6. Council Secretary to bring to notice of the Standing Committee (Major Works).
7. The Chief Engineer / yelahanka zone / (Road Infrastructure)/Environment/Markets/ South zone/ West zone/ East zone/Rajarajeshwari Nagar zone / Bommanahalli zone/ Dasarahalli zone/ Yelahanka zone/ Mahadevapura zone/ (SWD) for kind information.
8. The Superintending Engineer, yelahanka zone / (Road Infrastructure)/ South/East/West/ Rajarajeshwari Nagar/ Bommanahalli / Dasarahalli/ Mahadevapura Zone for kind information.
9. Directorate General of Commercial Intelligence and Statistics, 565, Anandapur, Ward No.-108, Plot No.-22, Sector-1, Kolkata-700107, India, for kind information with a request to publish the same in the Indian Trade Journal.
10. The Joint Secretary(UDD) and the State Tender Bulletin Officer for kind information with a request to publish the same in the State Tender Bulletin
11. CAO / Chief Auditor for kind information.
12. IT Advisor with a Request to publish the same in the BBMP Website.
13. All Executive Engineers with a Request to publish the same in the Display /Notice Boards.
14. ACF (Yelahanka) / Accounts Superintendent / Cashier for information for necessary action.
15. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
16. Notice board Office Copy.

Executive Engineer
Yelahanka Division
Bruhat Bangalore Mahanagara Palike

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EXECUTIVE ENGINEER
YELAHANKA DIV

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.
N = Number of years prescribed for completion of the works for which tenders are invited.
B = Value, at **2019-2020** price level, of existing commitments and on-going works to be completed during the next **06 months**

Note: ***The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.***

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:
7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by cable (hereinafter "cable" includes telex and facsimile) at the Employer's address indicated in the invitation to tender. The Employer will respond to any request for clarification which he receives earlier than 15 days prior to the deadline for submission of tenders. Copies of the Employer's response will be forwarded to all purchasers of the tender documents, including a description of the enquiry but without identifying its source.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Banker's cheque/Demand draft,/Pay Order in favour of Commissioner BBMP payable at Bangalore or
- **A Bank Guarantee in the form given in Section 10; or**
- **Special Small savings instruments pledged to Commissioner, BBMP / Executive Engineer – Yelahanka Division, BBMP**

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

2018-19						
2019-20						

1.5 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers –in-Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger
with Signature
Address:.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price.

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

21. Possession of the Site

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured / fabricated / assembled for the works.

23. Instructions

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for resolution of Disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the BOQ for each item

34. Variations

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him
(a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ);
(b) Omit any item of work;
(c) Change the character or quality or kind of any item of work;
(d) Change the levels, lines, positions and dimensions of any part of the work;
(e) Execute additional items of work of any kind necessary for the completion of the works; and
(f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ so long as the work executed conforms to the approved drawings.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within 30 days, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any. Further, approval of Govt. / BBMP has to be obtained for the variation exceeding 5%.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36. Submission of bills for payment

36.1 The Contractor shall submit to the Employer monthly bills of the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37. Payments

37.1 Payments shall be adjusted for deductions for advance payments other than recoveries in terms of contract and taxes, at source, as applicable under the law. The Employer shall pay the Contractor the within 60 days of submission of bill. The contractor shall be liable to pay liquidated damages

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

Milestone 2 i.e Financial Progress for Rs. 0.57 Crores within 02 Months from the date of work order (66%)

Milestone 3 i.e Financial Progress for Rs. 0.87 Crores within 03 Months from the date of work order (100%)

The Site Possession Date is:[13] **Date of work order** [21]

The Site is located at **Yelahanka Division Limits** and is defined in drawings [1.1]

The Defects Liability Period is **3 Years** for roads asphalted with both BM/DBM and BC [14]. [31]
The Defects Liability Period is **1 Year** for roads asphalted with only BC [15].
The Defects Liability Period is **1 Year** for civil works

Insurance requirements are as under: [13]

	Type of Cover	Minimum cover for Insurance[16]
(i)	Works of Plant and materials	The sum stated in the Agreement plus 20%
(ii)	Loss or damage to equipment	Full replacement cost
(iii)	Loss or damage to property of Third Party	Full replacement cost
(iv)	Personal injury or death insurance (a) for Third Party[17]	
	(b) for Contractor's employees or labour	In accordance with the statutory requirements applicable to Karnataka

Price Adjustment Formula;[18]

[40]

R= Value of work as defined in Clause 40.1 of Conditions of Contract.

Adjustment for labour component:

(i) Price adjustment for increase or decrease in the cost due to labour shall be paid in accordance with the following formula:

$V_L = 0.85 \times P_l / 100 \times R \times (L_i - L_o) / L_o$ Where,

V_L = Increase or decrease in the cost of work during the quarter under consideration due to changes in rates for local labour;

L_o = The average consumer price index[19] for industrial workers for Bangalore Centre for the quarter preceding the date of opening of tenders as published by the Labour Bureau, Ministry of Labour, Government of India;

L_i = The average consumer price index for industrial workers for Bangalore Centre for the quarter under consideration as published by Labour Bureau, Ministry of Labour, Government of India

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[13] At the time of preparation of the tender document give the period after the issue of work order, when the site would be made available to the contractor, for example 'one week after the issue of work order'

[14] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[15] The period should depend up on the period required for testing of the work. In case of building it could be 12 months (passing of one rainy season); for pipe laying work, tanks, water retaining structures, the time required for testing; for canals, lining works, the passing of one monsoon or running of canal whichever is lower; roads and highways passing of one monsoon (12 months)

[16] Employer to specify as per requirement. Exclusions if any should also be specified.

[17] Specify an appropriate figure. For normal works it could be Rs.20 lakhs to cover 4 persons @Rs.5 lakhs each.

[18] The Formula has some normal components. It should be changed if need be to suit the nature of the work.

[19] The Index numbers are available in the web site *http://labourbureau.nic.in/indtab.html*

CONTRACTOR

EXECUTIVE ENGINEER
YELAHANKA DIV

	at 360Kg per cum coarse aggregate @ 0.69cum and fine aggregate @ 0.46cum complete as per specifications and directions of the Engineer in charge.				

(1) Item for which no rate or price has been entered in will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities (refer: ITB Clause 11.2 and CC Clause 37.2).
(2) Unit rates and prices shall be quoted by the Tenderer in Indian Rupees.
(3) Where there is a discrepancy between the rate in figures and words, the lower of the two will govern.
(4) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by quantity, the unit rate quoted shall govern [ITT Clause 24.1 (b)]
(5) GST will be paid separately to the Tendered Amount

SECTION 10: FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: ..... *[name of Employer]*
..... *[address of Employer]*

WHEREAS ..... *[name and address of Contractor]* (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. ..... dated : ..... to execute .....*[name of Contract and brief description of Works]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs. ..... *[amount of guarantee]* [38]_Rupees.....*[in words]*, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of ..... *[amount of guarantee]*[39] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

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[38] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

[39] An amount shall be inserted by the Guarantor, representing the percentage of the Contract Price specified in the Contract

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